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**Comptroller General  
of the United States**

Washington, D.C. 20548

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## Decision

**Matter of:** Allied Intermodel Forwarding, Inc.—Claim for Reimbursement of Amounts Collected by Setoff for Loss of Household Goods

**File:** B-261308

**Date:** November 9, 1995

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### DIGEST

When a case of prima facie liability has been established with regard to a shipment of household goods, the carrier is liable unless he presents sufficient evidence to rebut the liability.

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### DECISION

This is in response to an appeal of a Claims Group settlement which denied the claim of Resource Protection on behalf of Allied Intermodel Forwarding, Inc., (Allied) for reimbursement of amounts collected by setoff for loss of items in a shipment of household goods. We affirm the Claims Group's settlement.

The household goods of Sergeant First Class James D. Dominick, USA (Retired), were picked up in Tacoma, Washington, on March 4, 1992, and were delivered to Port Huron, Michigan, on May 21, 1992. Form 1840, completed at delivery, indicates that a lawn mower, 2 trash cans, and 10 mini-blinds were missing. The shipper later discovered that many items from other boxes were missing, including the entire contents of some boxes. The missing items were listed on form 1840R along with other items which were damaged. The Army made a demand on Allied in the amount of \$5,680, which was later reduced to \$5,476. The latter amount was collected from Allied by setoff. Resource Protection now claims \$4,043.28 of that amount on behalf of Allied.

In an unrelated transaction Sergeant Dominick put some of his household goods into storage in July 1993, with the same company which had handled them before. Personnel there observed that the stored items included a lawn mower, mini-blinds, and cartons with the same numbers as those on form 1840R Sergeant Dominick completed earlier. Resource Protection argues that this information rebuts Allied's prima facie liability for the missing items.

While Resource Protection argues that the items listed on form 1840R are cartons, the items listed on the form are specific items or groups of items found in the cartons. For example, in inventory item number 25 there were 25 nutcrackers which were lost. Inventory item number 195, which is listed as containing tools, appears three times because three tools packed in it were lost. The fact that the boxes were reused is not evidence that the items packed in them during the military move were not lost during the military move. Regarding the lawn mower and mini-blinds, the carrier's agent signed form 1840 indicating that the items were missing at delivery, and Resource Protection has presented no evidence that the lawn mower and mini-blinds stored were the same ones Sergeant Dominick tendered to Allied in 1992. In this regard, the shipper reported that he had acquired another lawn mower that was placed in storage. Similarly, the shipper reported he had many sets of mini-blinds and that his claim involved those which had been lost.

A prima facie case of carrier liability is established by a showing of tender of goods to the carrier, delivery in a more damaged condition, and the amount of damages. Missouri Pacific Railroad Co. v. Elmore & Stahl, 377 U.S. 134 (1964). In the present situation prima facie liability has been established, and Resource Protection has not presented evidence to rebut that liability. Paul Arpin Van Lines, Inc., B-213784, May 22, 1984.

Since Resource Protection has not rebutted Allied's prima facie liability, we deny its reimbursement claim and affirm the Claims Group's settlement.

/s/Seymour Efros  
for Robert P. Murphy  
General Counsel